

Message Text

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ACTION EB-07

INFO OCT-01 EUR-12 ISO-00 CAB-05 CIAE-00 COME-00
DODE-00 DOTE-00 INR-07 NSAE-00 EPG-02 FAA-00 L-03
SS-15 NSC-05 SP-02 TRSE-00 SSO-00 NSCE-00 INRE-00
USIE-00 /059 W

-----062051Z 055278 /73

O R 061732Z MAY 77

FM AMEMBASSY MADRID

TO SECSTATE WASHDC IMMEDIATE 156

INFO AMEMBASSY BRUSSELS

AMEMBASSY PARIS

AMCONSUL FRANKFURT

UNCLAS SECTION 1 OF 2 MADRID 3536

DEPARTMENT PASS FAA(AIA-MOORE); BRUSSELS, PARIS, FRANKFURT FOR FAA

E.O. 11652: N/A

TAGS: EAIR,US,SP

SUBJECT: CIVAIR: PROPOSAL FOR EXCHANGE OF NOTES ON AGREEMENT
FOR CIVIL AVIATION ADVISORY GROUP (CAAG)

1. FOLLOWING IS TEXT OF PROPOSED EXCHANGE OF NOTES TO ESTABLISH
CAAG IN MADRID:

"I HAVE THE HONOR TO REFER TO DISCUSSION WHICH HAVE RECENTLY TAKEN
PLACE BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT
OF SPAIN FOR THE CONCLUSION OF AN AGREEMENT TO ESTABLISH A U.S.
CIVIL AVIATION ADVISORY GROUP (CAAG) IN SPAIN FOR THE PURPOSE OF
PROVIDING ASSISTANCE TO THE MINISTRY OF AIR IN CIVIL AVIATION MATTERS.

IT IS MY UNDERSTANDING THAT IT HAS BEEN AGREED IN THE COURSE
OF THE DISCUSSIONS NOW CONCLUDED THAT THIS AGREEMENT SHALL BE
AS FOLLOWS:

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SPAIN
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RELATING TO THE ESTABLISHMENT OF A U.S. CIVIL AVIATION ADVISORY
GROUP (CAAG) IN SPAIN

WHEREAS, THE UNITED STATES FEDERAL AVIATION ADMINISTRATION
(HEREINAFTER REFERRED TO AS FAA) IS ABLE TO FURNISH DIRECTLY
SERVICES AS REQUESTED BY THE AIR MINISTRY OF THE GOVERNMENT OF
SPAIN (HEREINAFTER REFERRED TO AS THE AIR MINISTRY) ON A

REIMBURSABLE BASIS; AND

WHEREAS, SECTION 5 OF THE INTERNATIONAL AVIATION FACILITIES ACT AUTHORIZES THE FAA TO PERFORM SERVICES FOR A FOREIGN GOVERNMENT AND TO BE REIMBURSED FOR SUCH SERVICES AND SECTION 305 OF THE FEDERAL AVIATION ACT, AS AMENDED, DIRECTS THE FAA ADMINISTRATOR TO FOSTER AND ENCOURAGE THE DEVELOPMENT OF CIVIL AERONAUTIC AND AIR COMMERCE IN THE UNITED STATES AND ABROAD. NOW, THEREFORE, THE UNITED STATES OF AMERICAN AND SPAIN AGREE AS FOLLOWS:

ARTICLE 8 - OBJECTIVE OF THE AGREEMENT

THE OBJECTIVE OF THIS AGREEMENT IS TO ESTABLISH THE TERMS AND CONDITIONS UNDER WHICH THE FAA IS TO ASSIST THE GOVERNMENT OF SPAIN IN DEVELOPING AND MODERNIZING ITS CIVIL AVIATION INFRASTRUCTURE IN THE MANAGERIAL, OPERATIONAL, AND TECHNICAL AREAS.

FOR THIS PURPOSE, THE FAA WILL, SUBJECT TO THEIR AVAILABILITY, PROVIDE PERSONNEL, RESOURCES, AND RELATED SERVICES TO ASSIST THE AIR MINISTRY IN THE ACCOMPLISHMENT OF THIS OBJECTIVE.

ARTICLE II - DESCRIPTION OF SERVICES

UNDER THE TERMS AND CONDITIONS STATED BELOW, THE FAA WILL PROVIDE TECHNICAL ASSISTANCE AS REQUESTED BY THE AIR MINISTRY TO ASSIST THEM IN: EFFECTIVELY UTILIZING THE AIR TRAFFIC CONTROL SYSTEM; IMPLEMENTING SHORT TERM IMPROVEMENTS TO THE SYSTEM AS DEFINED IN THE EVALUATION TEAM REPORTS; FACILITATING DEVELOPMENT OF SPANISH LONG RANGE PLANS THROUGH UNCLASSIFIED

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APPLICATION OF THE SYSTEM APPROACH CONCEPT. THIS PROGRAM WILL CONTRIBUTE TO A MODERN AUTOMATED AIR TRAFFIC CONTROL SYSTEM.

A. THE FAA AGREES:

1. TO FURNISH PERSONNEL ON A TEMPORARY DUTY (TDY) BASIS FOR A NINETY DAY PERIOD TO EFFECT AN EARLY IMPLEMENTATION OF THE MODERNIZATION PROGRAM.
2. TO RECRUIT AND FURNISH QUALIFIED PERSONNEL FOR RESIDENT ASSIGNMENT TO THE AIR MINISTRY (DIRECTORATE GENERAL OF AIRPORTS) SUBJECT TO THE APPROVAL OF THE AIR MINISTRY. FAA SPECIALISTS WILL ASSIST THE AIR MINISTRY WITH THE EVALUATION, PLANNING, AND IMPLEMENTATION OF IMPROVEMENTS TO THE SPANISH AIR TRAFFIC CONTROL SYSTEM.
3. TO PROVIDE SPECIALIZED ADMINISTRATIVE AND TECHNICAL SUPPORT BY FAA HEADQUARTERS.

4. TO ASSIST THE AIR MINISTRY IN DEFINING TRAINING REQUIREMENTS AND ARRANGEMENTS FOR QUALIFIED CANDIDATES SPONSORED BY THE AIR MINISTRY TO OBTAIN TRAINING IN THE UNITED STATES.

B. THE AIR MINISTRY MAY:

1. PERIODICALLY REQUEST FOR THE FAA, SERVICES OF OTHER EXPERTS OF TECHNICAL SERVICES CONFORMING TO THE OBJECTIVE OF THIS AGREEMENT.
BY MUTUAL AGREEMENT OF THE TWO PARTIES, SUCH ADDITIONAL SERVICES MAY BE PROVIDED AND PAID FOR UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ARTICLE III - STATUS OF FAA PERSONNEL

1. THE DUTY POST OF THE FAA PERSONNEL ASSIGNED UNDER THIS AGREEMENT SHALL BE MADRID, SPAIN. FOR PURPOSES OF UNCLASSIFIED

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ADMINISTRATION, THIS GROUP IS DESIGNATED AS A CIVIL AVIATION ASSISTANCE GROUP (CAAG) AND THE PRINCIPAL FAA REPRESENTATIVE IN REGARD TO ALL CAAG OPERATIONS IS DESIGNATED AS CAAG CHIEF. THE CAAG CHIEF WILL ASSIST AND INTERFACE DIRECTLY WITH THE SUBSECRETARIAT FOR CIVIL AVIATION AND THE JUSMG IN MADRID, SPAIN.

2. FAA PERSONNEL ASSIGNED TO THIS PROGRAM SHALL RETAIN THEIR STATUS AS FAA EMPLOYEES AND THEIR SUPERVISION AND ADMINISTRATION SHALL BE IN ACCORDANCE WITH THE POLICIES AND

PROCEDURES OF THE FAA.

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USIE-00 /059 W
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FM AMEMBASSY MADRID
TO SECSTATE WASHDC IMMEDIATE 157
INFO AMEMBASSY BRUSSELS
AMEMBASSY PARIS
AMCONSUL FRANKFURT

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DEPT PASS FAA (AIA-MOORE); BRUSSELS, PARIS, FRANKFURT FOR FAA

3. THE FAA EMPLOYEES ASSIGNED TO THE CAAG WILL BE
ACCREDITED AS A PART OF THE UNITED STATES DIPLOMATIC MISSION.

ARTICLE IV - LIABILITY

THE AIR MINISTRY, ON BEHALF OF THE GOVERNMENT OF SPAIN,
AGREES TO DEFEND ANY SUIT BROUGHT AGAINST THE GOVERNMENT
OF THE UNITED STATES, THE FAA, OR ANY INSTRUMENTALITY OR
OFFICER OF THE UNITED STATES ARISING OUT OF WORK UNDER THIS
AGREEMENT. THE AIR MINISTRY, ON BEHALF OF THE GOVERNMENT OF
SPAIN, FURTHER AGREES TO HOLD THE UNITED STATES, THE FAA, OR ANY
INSTRUMENTALITY OF OFFICER OF THE UNITED STATES HARMLESS
AGAINST ANY CLAIM BY THE GOVERNMENT OF SPAIN, OR ANY AGENCY
THEREOF, OR THIRD PERSONS FOR PERSONAL INJURY, DEATH, OR
PROPERTY DAMAGE ARISING OUT OF WORK UNDER THIS AGREEMENT, WITH
THE AIR MINISTRY ASSUMING SUCH A LIABILITY.

ARTICLE V - AIR MINISTRY SUPPORT

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A. THE AIR MINISTRY SHALL ARRANGE TO FURNISH FOR THE USE
OF FAA PERSONNEL WITHOUT COST TO FAA OR ITS EMPLOYEES.

1. SUITABLE OFFICE SPACE, FURNISHINGS AND OFFICE
EQUIPMENT, SUPPLIES, AND TELEPHONE SERVICE.

2. CLERICAL ASSISTANCE AND VEHICLES FOR OFFICIAL USE.
ALL TRANSPORTATION AND EXPENSES CONNECTED WITH TRAVEL
UNDERTAKING FOR THE AIR MINISTRY AFTER THE EMPLOYEE'S ARRIVAL
IN ACCORDANCE WITH STANDARDIZED U.S. REGULATIONS.
B. IF FOR ANY REASON, THE GOVERNMENT OF SPAIN IS UNABLE
TO FULLY PROVIDE THE SUPPORT SPECIFIED IN PARAGRAPH A ABOVE,
OR, IF THE SUPPORT PROVIDED IS NOT EQUIVALENT TO THAT PRESCRIBED
IN PERTINENT FAA REGULATIONS, THE FAA MAY OBTAIN SUCH ADDITION-
AL SUPPORT AS NECESSARY TO ACCOMPLISH ITS TASKS, AND MAY CHARGE
THE COSTS FOR SUCH ADDITIONAL SUPPORT TO THE AIR MINISTRY,
WHICH WILL REIMBURSE THE FAA THEREFORE, IN ACCORDANCE WITH
PROVISIONS OF ARTICLE VI HEREOF.

ARTICLE VI - FINANCIAL PROVISIONS

A. EXCEPT FOR LOCAL SUPPORT ACTUALLY ARRANGED FOR BY THE AIR MINISTRY IN ACCORDANCE WITH ARTICEL V, FAA SHALL ARRANGE AND PAY ALL OTHER NECESSARY COSTS OF PROVIDING SERVICES OF ITS PERSONNEL UNDER THIS AGREEMENT IN ACCORDANCE WITH FAA REGUATLIONS AND PRACTICES.

B. THE AIR MINISTRY SHALL REIMBURSE FAA FOR ITS COSTS INCURRED IN FURNISHING SERVICES UNDER THIS AGREEMENT. ATTACHMENT I TO THIS AGREEMENT ITEMIZES ESTIMATED FAA EXPENSES AND RELATED SPECIFIC PERIODS OF TIME SERVICES WILL BE RENDERED. IN THE EVENT ADDED SERVICES OR ADDITIONAL TIME ARE REQUIRED TO COMPLETE THE PROJECT, ATTACHMENT I WILL BE AMENDED ACCORDINGLY.

C. THE FAA SHALL BILL THE AIR MINISTRY QUARTERLY ON AN ACCRUED COST BASIS FOR EXPENSES INCURRED IN FURNISHING SERVICES UNCLASSIFIED

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UNDER THIS AGREEMENT, PROVIDED HOWEVER, THAT UPON REVOCATION OR TERMINATION OF THE AGREEMENT FOR ANY CAUSE, THE AIR MINISTRY WILL REIMBURSE THE FAA FOR ALL NECESSARY LIQUIDATING EXPENSE. THE AIR MINISTRY HEREBY DESIGNATES THE FOLLOWING OFFICE TO WHICH FAA WILL RENDER BILLS FOR PAYMENT AND CONSULT ON RELATED FINANCIAL MATTERS:
SUBSECRETARIA DE AVIACION CIVIL,
MINISTERIO DEL AIRE,

PAYMENTS ARE TO BE MADE BY U.S. DOLLAR CHECK WITHIN 30 DAYS FROM RECEIPT OF FAA BILLS, AND MADE PAYABLE TO THE FEDERAL AVIATION ADMINISTRATION.

E. AGREEMENT NUMBER WO-I-155 HAS BEEN ASSIGNED BY FAA TO IDENTIFY THIS PROJECT AND SHOULD BE REFERRED TO IN ALL RELATED CORRESPONCE.

ARTICLE VII - AMDMENT

THIS AGREEMENT MAY BE AMENDED TO PROVIDE FOR EXPANSION OF REQUIREMENTS AND CONTINUATION OF THE PROGRAM. ANY CHANGES IN THE SERVICES FURNISHED, CHARGES, OR OTHER PROVISIONS OF THIS AGREEMENT SHALL BE FORMALIZED BY AN APPROPRIATE EXCHANGE OF NOTES WHICH SHALL OUTLINE THE NATURE OF THE CHANGE.

ARTICLE VIII - TERMINATION

THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER PARTY BY 60 DAYS NOTICE IN WRITING. ANY SUCH REVOCATION WILL ALLOW FAA 120 DAYS TO CLOSE OUT THE CAAG AND RETURN FAA

PERSONNEL TO THEIR REGULAR FAA DUTY ASSIGNMENTS. THE AIR
MINISTRY FURTHER AGREES TO REIMBURSE FAA FOR ALL COSTS INCURRED
AS A RESULT OF ANY SUCH TERMINATION.
I SHALL BE GLAD TO HAVE YOU INFORM ME WHETHER IT IS THE
UNDERSTANDING OF YOUR GOVERNMENT THAT THE TERMS OF THE AGREEMENTS
REACHED AS THE RESULT OF THE DISCUSSIONS ARE AS ABOVE SET FORTH.
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IF SO IT IS SUGGESTED THAT THE AGREEMENT BECOME EFFECTIVE ON THE
DATE OF THE MINISTRY'S REPLY NOTE AND REMAIN IN EFFECT FOR A
PERIOD OF FIVE YEARS. SERVICES TO BE PROVIDED INITIALLY WILL
COVER A PERIOD OF APPROXIMATELY 15 MONTHS WITH PROVISIONS FOR A
SIX MONTH EXTENTION AS SHOWN IN ATTACHMENT 1. STABLER

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Message Attributes

Automatic Decaptioning: X
Capture Date: 01-Jan-1994 12:00:00 am
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: TEXT, CIVIL AVIATION, DIPLOMATIC NOTES, ESTABLISHMENT OF OFFICES
Control Number: n/a
Copy: SINGLE
Sent Date: 06-May-1977 12:00:00 am
Decaption Date: 01-Jan-1960 12:00:00 am
Decaption Note:
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Disposition Approved on Date:
Disposition Case Number: n/a
Disposition Comment:
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Enclosure: n/a
Executive Order: N/A
Errors: N/A
Expiration:
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Original Classification: UNCLASSIFIED
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Reference: n/a
Retention: 0
Review Action: RELEASED, APPROVED
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Review Media Identifier:
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Review Release Event: n/a
Review Transfer Date:
Review Withdrawn Fields: n/a
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Secure: OPEN
Status: NATIVE
Subject: CIVAIR: PROPOSAL FOR EXCHANGE OF NOTES ON AGREEMENT FOR CIVIL AVIATION ADVISORY GROUP (CAAG)
TAGS: EAIR, US, SP
To: STATE
Type: TE
vdkgvwkey: odhc://SAS/SAS.dbo.SAS_Docs/cbba8a99-c288-dd11-92da-001cc4696bcc
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